

# UNOFFICIAL COPY 09013392

RECORDATION REQUESTED BY:

EDENS BANK  
3245 LAKE AVENUE  
WILMETTE, IL 60091

2356/0008 09 006 Page 1 of 6  
1999-10-28 10:08:03  
Cook County Recorder 31.50

WHEN RECORDED MAIL TO:

EDENS BANK  
3245 LAKE AVENUE  
WILMETTE, IL 60091



COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
SKOKIE OFFICE



09013392

FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by: EDENS BANK  
3245 W LAKE AVENUE  
WILMETTE, IL 60091

## ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED OCTOBER 12, 1999, between GARY J. WRONKIEWICZ, whose address is 107 JONQUIL COURT, ROLLING MEADOWS, IL 60008 (referred to below as "Grantor"); and EDENS BANK, whose address is 3245 LAKE AVENUE, WILMETTE, IL 60091 (referred to below as "Lender").

**ASSIGNMENT.** For valuable consideration, Grantor assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in COOK County, State of Illinois:

LOT 8 IN MELANIE COURT SUBDIVISION BEING A RESUBDIVISION OF PART OF BLOCK 4 AND PART OF VACATED WILLOW STREET, IN A.T. MCINTOSH AND CO'S CHICAGO AVENUE FARMS IN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 18, 1998, AS DOCUMENT #08040978, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1121 WILLOW STREET, PALATINE, IL 60067. The Real Property tax identification number is 02-16-402-012-0000.

**DEFINITIONS.** The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Assignment.** The word "Assignment" means this Assignment of Rents between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Rents.

**Borrower.** The word "Borrower" means THE STONEFIELD GROUP, INC..

**Event of Default.** The words "Event of Default" mean and include without limitation any of the Events of Default set forth below in the section titled "Events of Default."

**Grantor.** The word "Grantor" means any and all persons and entities executing this Assignment, including without limitation all Grantors named above. Any Grantor who signs this Assignment, but does not sign the Note, is signing this Assignment only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not

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Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly pay to Lender all amounts otherwise provided in this Assignment or any Related Document.

**BORROWER'S WAIVERS AND RESPONSIBILITIES.** Lender need not tell Borrower about any action or inaction of Lender taken to collect upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action is taken by Lender, including without limitation any defenses that may arise from the Note with Lender or inaction of Lender, or failure to realize upon the Property, or any delay by Lender in taking action against Borrower.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Assignment is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Assignment and to hypothecate the Property; (c) the provisions of this Assignment do not conflict with, or result in a default under any agreement or instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**GRANTOR'S WAIVERS.** Grantor waives all defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**TERMS.** THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDENTURES AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR AND BORROWER UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantee agreements, guarantees, securities, documents, mortgages, deeds of trust, and all other instruments, agreements, guarantees, security agreements, notes, credit agreements, leases, revenues, income, issues, profits and proceeds from the Property, existing, executed in connection with the indebtedness.

**Rents.** The word "Rents" means all rents, revenues, income, issues, profits and proceeds from the Property, whether due now or later, including without limitation all leases described on any exhibit attached to this Assignment.

**Property Definition.** The words "Real Property" mean the property, interests and rights described above in the "Assignment" section.

**Property.** The interest rate on this Assignment in an initial rate of 8.250% per annum. NOTICE: Under no circumstances shall the interest rate to be applied to the unpaid principal balance of this Assignment be at a rate equal to the index, resulting in an initial rate of 8.250% per annum. NOTICE: Under no circumstances shall the interest rate to be variable interest rate based upon an index. The index currently is 8.250% per annum. The interest rate is a variable interest rate based upon this promissory note or agreement modifications of, refinements of, consolidations of, and substitutions for the promissory note or agreement original principal amount of \$155,000.00 from Borrower to Lender, together with all renewals of, extensions of, Note. The word "Note" means the promissory note or credit agreement dated October 12, 1999, in the Lender. The word "Lender" means EDENS BANK, its successors and assigns.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender hereafter may become otherwise unenforceable.

**Personal liability.** Person(s) liable under the Note except as otherwise provided by contract or law.

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## ASSIGNMENT OF RENTS (Continued)

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perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS.** With respect to the Rents, Grantor represents and warrants to Lender that:

**Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Assign.** Grantor has the full right, power, and authority to enter into this Assignment and to assign and convey the Rents to Lender.

**No Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

**No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Agreement.

**LENDER'S RIGHT TO COLLECT RENTS.** Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

**Enter the Property.** Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

**Compliance with Laws.** Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

**Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

**No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

**APPLICATION OF RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor and Borrower's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**FULL PERFORMANCE.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law. If, however, payment is made by Borrower, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness, and thereafter Lender is forced to remit the amount of that payment (a) to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Borrower), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any

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**COLLECT RENTS.** Lender shall have the right, without notice to Grantor or Borrower, to take possession of the property and collect the rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Collect Section, above. If the rents are collected by Lender, then Lender may irrevocably designate Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by Lender to the right, Lender's Right to Collect Section, above, if the rents are collected by Lender, then Lender may exercise its option to collect rents, including any prepayment penalty which Borrower would be required to pay.

**ACCURATE INDEBTEDNESS.** Lender shall have the right at its option without notice to Borrower to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Borrower would be remedies provided by law:

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or

**IMMEDIATELY INITIATES STEPS SUFICIENT TO PRODUCE COMPILATION AS SOON AS REASONABLY PRACTICAL.** Immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compilation as soon as reasonably practical.

(a) CURES THE FAILURE WITHIN TEN (10) DAYS; OR (b) IF THE CURE REQUIRES MORE THAN TEN (10) DAYS, OF SUCH FAILURE: (a) CURES THE FAILURE WITHIN TWELVE (12) MONTHS; IT MAY BE CURED (AND NO EVENT OF DEFAULT WILL HAVE OCCURRED) IF GRANTOR OR BORROWER, AFTER LENDER SENDS WRITTEN NOTICE DEMANDING CURE OF THE SAME PROVIDED IN THIS ASSIGNMENT WITHIN THE PRECEDING TWELVE (12) MONTHS, IT MAY BE CURED (AND NO RIGHT TO CURE, IF SUCH A FAILURE IS CURABLE AND IF GRANTOR GIVES A NOTICE OF A BREACH INSECURITY. Lender reasonably deems itself insecure.

**ADVERSE CHANGE.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

**EVENTS AFFECTING GUARANTOR.** Any of the preceding events occurs with respect to any Guarantor or any of the indebtedness or any Guarantor becomes incompetent, or revokes its disclaimer of the validity of any of the guarantee against any of the property. However, this subsection shall not apply in the event of a good faith proceeding, self-help, repossession or any other method, b) any creditor of Grantor or by any government proceeding, forfeiture, etc. Commencement of foreclosure proceedings, whether by judicial or non-judicial foreclosure proceeding, provided that Grantor gives Lender notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender, and, in doing so, cure the Event of Default.

**DISPUTE BY GUARANTOR.** Any assignee uncrosses any of the obligations arising under the guarantee in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

**GUARANTOR'S ESTATE TO ASSUME UNCONDITIONALLY THE OBLIGATIONS ARISING UNDER THE GUARANTY IN A MANNER UNDERR, ANY GUARANTY OF THE INDEBTEDNESS. Lender, at its option, may, but shall not be required to, permit the indebtedness or any Guarantor dies or becomes incapable of discharging his or her obligations under the guarantee in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.**

**IN SOLVENCY.** The dissolution or termination of a grantor or assignee laws by or against Grantor or Borrower, or any assignee of any property, any benefit of creditors, any type of creditor workout, or the commencement of proceedings for reorganization or bankruptcy or insolvency of Grantor or Borrower, the insolvent or any creditor of Grantor or Borrower, the appraiser for any part of Grantor or Borrower's assets by Lender, this subsection shall not apply in the event of a good faith proceeding, self-help, repossession or any other method, b) any creditor of Grantor or by any government proceeding, forfeiture, etc. Commencement of foreclosure proceedings, whether by judicial or non-judicial foreclosure proceeding, provided that Grantor gives Lender notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender, and, in doing so, cure the Event of Default.

**OTHER DEFOLTS.** Failure of Grantor or Borrower to comply with any term, obligation, covenant, condition contained in any other agreement between Grantor or Borrower and Lender.

**DEFITIVE COLLATERALIZATION.** This Assignment, its Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

**FALSE STATEMENTS.** Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor or Borrower under this Assignment, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**DEFINITION OF THIRD PARTIES.** Should Borrower or sales agreeement, in favor of any other creditor or any other party to the loan, extension of credit, security agreement, purchase or sale of any other asset, or any other party to repay the loans or perform the, respective obligations under this Assignment or any of the Related Documents.

Grantor that may materially affect any of Borrower's property or Borrower's or any Grantor's ability to repay or person that may materially affect any of Borrower's property or Borrower's or any Grantor's ability to repay the loans or perform the, respective obligations under this Assignment or any of the Related Documents.

**COMPLIANCE DEFault.** Failure of Grantor or Borrower to comply with any other term, obligation, covenant or condition contained in this Assignment, the Note or in any of the Related Documents.

**DEFault ON INDEBTEDNESS.** Failure of Borrower to make any payment when due on the indebtedness.

**DEFault.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Assignment:

Lender not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender will secure payment which will be payable at the Note's maturity. This Assignment also be treated as a balloon payment which will be due and payable from Lender from time to time made or otherwise provided for in this Assignment, the Note or the Related Documents.

be added to the balance of the Note and be applied in accordance with (i) the remaining term of the Note, or (ii) the remaining term of the Note's maturity. This Assignment also be treated during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or be added to the balance of the Note and be applied in accordance with (a) be paid on demand, (b) to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be paid on demand, (b)

be paid in so doing will bear interest at the rate provided for in the Note from the date incurred or Lender expenses in so doing will bear interest at the rate provided for in the Note from the date incurred or Lender behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Assignment or if any action or judgment, decree, settlement or compromise relating to the indebtedness or to this Assignment,

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GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Assignment shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND GRANTOR AGREES TO ITS TERMS.**

**GRANTOR:**

X Gary J. Wronevicz  
GARY J. WRONKIEWICZ

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Ill )  
                        ) ss  
COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared GARY J. WRONKIEWICZ, to me known to be the individual described in and who executed the Assignment of Rents, and acknowledged that he or she signed the Assignment as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13 day of Oct, 19 99

By Gary J. Wronevicz Residing at 107 Shadow Ct, Rolling Meadows

Notary Public in and for the State of Ill

My commission expires betty a cerney



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GRANTOR AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF  
REDIMENT IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF  
CONTAINING ANY OF THE PROVISIONS TO THE CONTRARY  
Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY  
Waiver of Homestead Exemption. Grantor hereby releases all rights and benefits of the  
homestead exemption laws of the State of Illinois as to all indebtedness secured by this Assignment.  
Waiver is of the Essence. Time is of the essence in the performance of this Assignment.

Succesors and Assigns. Subject to the limitations stated in this Assignment shall be  
interested, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and  
assigns, if ownership of the property becomes vested in a person other than Grantor, Lender, without notice  
to Grantor, may deal with Grantor's successors with reference to this Assignment and the indebtedness by  
way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability  
under the indebtedness.

Severability. If a court of competent jurisdiction finds any provision of this Assignment invalid or  
unenforceable as to any person or circumstance, such finding shall not render the entire provision invalid or  
unenforceable, except any provision which has prior written consent of Lender. Grantor shall neither request nor  
amend, extend, or renew any agreement over this Assignment by which that agreement is modified,  
other security agreement with the holder of any mortgage, deed of trust, or  
No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or  
any future advances under any such security agreement without the prior written consent of Lender.  
Multiple Parties; Corporate Authority. All obligations of Grantor and Borrower under this Assignment shall be  
joint and several, and all references to Grantor shall mean each and every Grantor, and all references to  
Borrower shall mean each and every Borrower. This means that each of the persons signing below is  
responsible for all obligations in this Assignment.

Illinois. This Assignment shall be governed by and construed in accordance with the laws of the State of  
Illinois. This Assignment has been delivered to Lender and accepted by Lender in the State of  
Applicable Law. This Assignment shall be delivered to Lender and accepted by Lender in the State of  
Illinois. This Assignment shall be altered or amended to be effective unless given in writing and signed by the party or parties sought to be  
charged or bound by the alteration or amendment.

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding  
and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to  
this Assignment shall be effective unless given in writing and signed by the parties to be  
charred or bound by the alteration or amendment.

## MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment  
Assignment, Lender shall be entitled to recover such sum as the court may adjudicate reasonable expenses incurred  
fees at trial, and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred  
by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the  
enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest  
from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this  
paragraph include, without limitation, however, expenses subject to any limits under applicable law, Lender's attorney's  
fees and Lender's legal expenses whether or not there is a lawsuit, including attorney's fees for bankruptcy  
proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any  
proceedings (including efforts to collect records, obtain sealing records, stay or injunction), appraisals and any  
foreclosure proceedings (including efforts to modify or vacate any automatic stay or injunction), fees for  
Borrower shall mean each and every Borrower, and all references to Borrower under this Assignment shall be  
joint and several, and all references to Grantor shall mean each and every Grantor, and all references to  
Grantor also will pay any court costs, in addition to all other sums provided by law.

Post-judgment collection services, the cost of searching records, obtaining title reports (including  
foreclosures, surveys, reports, appraisals, services, etc.), and title insurance to the extent permitted by  
law, Borrows, reports, and all other sums provided by law.

Default and enforcement of its rights after failure of Grantor or Borrower to perform an obligation of Grantor or Borrower  
under this Assignment to make expenditures or take action to pursue any remedy shall not affect Lender's right to declare  
remedy, and can elect to receive its remedies under this Assignment.

Election by Lender or another party to recover strict compliance damages for any breach of a provision  
constitute a waiver of or prejudice to the party's rights otherwise to demand strict compliance with that provision  
Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Assignment shall not  
by law.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or  
rights available under this Assignment.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagor in possession or to have a  
receiver appointed to take possession of all or any part of the property, with the power to protect and preserve  
the property, to operate the property preceding foreclosure or sale, and to collect the rents from the property  
and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The  
mortgagee in possession or above the cost of the receivership, against the indebtedness, as a  
liability for amounts by a substantial amount. Employment by Lender not disqualify a person serving as a  
receiver.

Payments under this subparagraph either or not any proper grounds for the demand existed. Lender may exercise its  
tenants or other users to Lender's demand shall satisfy the obligations for which the

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